

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-12-62060

HUD CASE NO. 07-12-0256-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

OAK HILL JACKSON BRICKSTONE, LP

1312 Locust St.

Des Moines, IA 50309-2920

PERENNIAL PROPERTIES

696 18th St.

Des Moines, IA 50314-1078

COMPLAINANT

ALEX ZUMWALT

1437 16TH St. SE

Cedar Rapids, IA 52401-2555

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the parties: Complainant alleged Respondents refused to rent to him based on disability. Complainant alleged he called Respondents on January 25, 2012 about renting an apartment. Complainant alleged he has a Section 8 voucher, and claims Respondents would not allow him to complete and submit an application because of the nature of his income (SSI), which is based on his disability. Respondent Oak Hill Jackson Brickstone, LP owns the subject 96-unit property at 1150 6TH Street SE, Cedar Rapids, Iowa. Respondent Perennial Properties manages the subject property. Respondents allege they were only aware that Complainant had a Section 8 document, that they never met him, and that he did not disclose any disability. Respondents allege that a more detailed discussion could not take place because Complainant hung up on the property manager as she was explaining the income guidelines.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants, within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a statement indicating the necessary posters have been placed to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, within 45 days of Respondents' receipt of a Closing Letter from the Commission.

10. Respondents agree to pay Complainant the sum of Five Hundred Dollars (\$500.00), less no deductions. Respondents agree to send the check to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.

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Oak Hill Jackson Brickstone, LP

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Date

RESPONDENT

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Perennial Properties, RESPONDENT

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Date

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Alex Zumwalt, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION